
AGREEMENT

Between the

**IRON WORKERS REGIONAL SHOP LOCAL UNION NO. 851 OF THE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS**

(Affiliated with A.F.L. – C.I.O.)

And

ROAD & RAIL SERVICES, INC.

Melvindale-NS, MI

Effective: August 14, 2019

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AGREEMENT

This Agreement effective as of the 14th day of August, 2019, by and between ROAD & RAIL SERVICES, Inc., (hereinafter referred to as the "Company" or "Employer") and IRON WORKERS REGIONAL SHOP LOCAL UNION NO. 851 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, affiliated with A.F.L. – C.I.O. (hereinafter referred to as the "Union"), as the agent for and acting on behalf of the Company's production and maintenance employees, who are employed by the Employer, at its Melvindale-NS location, 1461 S. Schaefer Hwy., Melvindale, MI or within a radius of twenty (20) miles of the Melvindale-NS facility.

Should the Company perform any work of the kind covered by this Agreement or any associated railcar handling or vehicle handling, to include the loading or unloading of vehicles, at any location within a radius of twenty (20) miles of the location covered by this Agreement, the Company shall assign such bargaining unit employees to perform such work (in accordance with any applicable contractual provisions governing transfer or relocation, work assignment, seniority, etc.), and this Agreement shall automatically cover the work, the worksite, and the non-supervisory employees performing the work (whether incumbent or newly hired) as part of the existing bargaining unit. In any exceptional instance where the Company's new work operations would not constitute an accretion permitting such automatic application of the Agreement under the Railway Labor Act, the Company shall voluntarily recognize the Union for the new bargaining unit of non-supervisory employees performing such operations, and this Agreement shall become applicable, after the Union demonstrates majority support among such unit of employees.

SECTION 1

BARGAINING UNIT - - MAINTENANCE WORK

(A) The parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and desire to regulate the mutual relations between the parties with the view of securing harmonious cooperation, and the settling of all differences. It is the general purpose of this Agreement to promote the mutual interest of the Employer and its Employees, and to provide for the operation of the Employer's business under methods and procedures which will further, to the fullest extent possible, the economy and efficiency of operation, elimination of waste, realization of maximum quality and

1 quantity output, protection of property, and avoidance of interruptions to services. The parties to
2 this Agreement will cooperate fully to secure the attainment of these purposes.

3 (B) The Company, the Union and all employees covered by this Agreement agree that there
4 shall be no discrimination against any employee or applicant for employment on account of
5 race, creed, color, religion, national origin, sex disability, worker's compensation claims, age or
6 participation in union activities, it being the intention of the Company, the Union and all
7 employees covered by this Agreement to scrupulously comply with all laws, federal, state and
8 local, and Executive Orders which are applicable to the Company or the Union.

9 No employee shall be discriminated against by the Company for living up to and observing
10 the provisions of this Agreement, nor will they discriminate against any employee for lawfully
11 engaging in or refraining from engaging in Union activities.

12 The Company agrees not to discriminate against an individual with respect to hiring,
13 compensation, harassment, terms or conditions of employment because of such individual's
14 race, color, religion, age, sex or national origin, veteran status, or any other prohibited basis, nor
15 will they limit, segregate or classify employees in any way to deprive any individual employee of
16 employment opportunities because of his race, color, religion, age, sex or national origin, or any
17 other prohibited basis. The words "he" or "his" wherever they appear in this Agreement shall
18 apply to both males and females.

19 (C) Supervisory employees, in the aggregate (i.e., all Supervisors), shall not perform the
20 same work regularly assigned to employees covered by this Agreement. This limitation shall
21 not apply, however, in the case of (a) supervisors acting as drivers, (b) emergencies, (c) the
22 instruction or training of employees, (d) performance of necessary work when production
23 difficulties are encountered, and (e) snow/ice removal. Temporary employees may be utilized
24 by the Employer upon the request and/or approval of the customer, provided that in no event
25 shall any temporary employee be utilized while a bargaining unit employee is on mandatory
26 layoff.

27 28 **SECTION 2**

29 **INTERNATIONAL UNION NOT A PARTY**

30 The International Association of Bridge, Structural, Ornamental and Reinforcing Iron
31 Workers, the parent body of the Union (hereinafter referred to as the "International"), is not a
32 party to this Agreement and assumes no responsibility or liability under this Agreement and
33 similarly shall have no right of redress thereunder against the Company for breach hereof.
34 However, before this Agreement and any amendments thereto may become binding and

1 effective, the International must approve this Agreement and/or such amendments as to form.
2 Such approval by the International as to the form shall not be construed to make the
3 International a party of this Agreement or any amendments thereto or make said International,
4 or any of its officers or agents, responsible or liable for any breach of this Agreement or any
5 amendment thereto; and similarly, such approval as to form shall not be construed to give the
6 International, or any of its officers or agents, any right of redress against the Company for
7 breach hereof.

8 9 **SECTION 3**

10 **UNION RECOGNITION**

11 The Company recognizes the Union as the exclusive bargaining representative for all
12 employees employed by the Company, at its Melvindale-NS, MI, railcar repair and pre-tripping
13 facility, excluding all office clerical employees, all professional employees, guards and
14 supervisors as defined in the Act as amended. If the Local Union or the International Union or,
15 any subordinate body attempts to assign and/or transfer any rights or obligations contained in
16 this Agreement, excluding organizational changes not involving a change in International Union
17 jurisdiction, without the express written consent of the Company the location(s) covered by this
18 Agreement shall cease to be subject to the terms and conditions of this Agreement including but
19 not limited to the Employers recognition of the Union as a Collective Bargaining agent.

20 21 **SECTION 4**

22 **UNION SECURITY**

23 (A) Each of the Company's employees included in the bargaining unit described and set
24 forth in Section 3 hereof shall, as a condition of employment, be or become a member of the
25 Union not later than the thirty-first (31st) day following the beginning of his or her employment, or
26 the effective date or date of the execution of this Agreement, whichever is later; and each such
27 employee shall, as a condition of continued employment, remain a member of the Union in good
28 standing to the extent authorized by Section 8(a)(3) of the Labor-Management Relations Act,
29 1947 or as applicable to state law. An employee who tenders all periodic dues uniformly
30 required shall be deemed to meet the requirements of membership in good standing.

31 (B) If an employee has not acquired membership in the Union or has not maintained his
32 or her membership in good standing therein as provided for in Subsection (A) of this Section,
33 the Union shall notify such employee in writing that as a condition of employment he or she

1 must comply with the provisions of Subsection (A) above within the next succeeding three (3)
2 work days; and if, at the end of such three (3) work days the employee does not furnish the
3 Company documentary proof of compliance, the Union may require, in writing to the Company,
4 that such employee be discharged.

5 (C) The Company shall give each newly hired employee and each employee recalled to
6 work after being laid off, or otherwise absent from work for more than thirty (30) days, a form in
7 duplicate showing such employee's classification, his or her straight time hourly rate, and Social
8 Security number. Each such employee shall be instructed to submit one copy of the above-
9 mentioned form to the Shop Steward for the Union before starting to work, or at such other time
10 as may be mutually agreed upon by the Shop Steward and the Company.

11 (D) The Union agrees to hold the Company harmless from all liability, cost and
12 expenses, including reasonable attorney fees, arising out of or connected with actions taken by
13 the Company in reliance upon a directive or request for discharge by the Union.
14

15 **SECTION 5**

16 **CHECK-OFF UNION DUES INITIATION AND REINSTATEMENT FEES**

17 (A) Upon receipt of an authorization signed by any employee to whom this Agreement is
18 applicable, the Company shall, pursuant to the provisions of such authorization,
19 deduct from such employee's earnings, on the first payday in each month, the
20 amount owed to the Union by each such employee for Union dues; however, should
21 any such employee have no earnings due him or her on the first payday in any
22 month or should such employee's earnings be less than the amount such employee
23 owes the Union for dues, then, in that event, the deduction shall be made from the
24 employee's earnings on the next succeeding payday on which his or her earnings
25 are sufficient to cover the amount of dues owed to the Union by such employee.
26 Before the end of each month, the Company shall mail to the Union a check made
27 payable to the Union for the amount of dues the Company has withheld during such
28 month, which shall be accompanied by a list, in duplicate, containing the names of
29 the employees and the amount deducted from each employee's earnings. Upon
30 receipt of such check and list, the Union shall sign one copy of such list,
31 acknowledging receipt thereof, and promptly return such signed list to the Company.
32 Checks should be made payable to Iron Worker's Regional Shop Local 851 and
33 mailed to:
34

1 Bank of Labor
2 East Cost Shop dues Collection Center
3 P.O. Box 172488
4 Kansas City, KS 66117

5 (B) At least one (1) week prior to implementation the Union shall notify the Company, in
6 writing, of the amount of monthly dues to be deducted pursuant to Subsection (A) above, and
7 such dues shall not be changed except in accordance with the applicable provisions of the
8 International Constitution and/or By-Laws of the Union and, in such event, the Financial
9 Secretary of the Union shall; notify the Company, in writing, and the amount of monthly dues as
10 so changed shall thereafter be deducted by the Company from each such employee's earnings.
11 The aforementioned authorization directing the Company to make the deductions as
12 hereinabove provided for, when signed by the employee, shall be irrevocable for the duration of
13 this Agreement or for a period of one (1) year, whichever date occurs first and in the event any
14 such employee desires to revoke such authorization on either of such dates, written notice
15 thereof shall be given by such employee to the Company in accordance with the applicable
16 provisions of such authorization; and the Company agrees to furnish the Union a copy of such
17 notice.

18 (C) Upon receipt of an authorization signed by any employee to whom this Agreement is
19 applicable, the Company shall withhold from such employee's earnings the amount specified
20 therein or payment of Initiation and/or Reinstatement Fee. Such amount specified in such
21 authorization shall be withheld from the earnings of such employee in accordance with the
22 provisions of such authorization and shall be transmitted to the Union in the same manner as
23 prescribed in Subsection (A) above with respect to Union dues which are withheld by the
24 Company; and when the full amount of such fee has been withheld from such employee's
25 earnings and transmitted to the Union, such authorization shall be null and void and shall
26 thereafter have no further force or effect.

27 (D) It is expressly understood and agreed that, upon receipt of proper proof, the Union
28 will refund any Union dues. Initiation and/or Reinstatement Fees erroneously withheld from any
29 employee's earnings by the Company and paid to the Union; provided that should an employee
30 be entitled to a refund of any deducted amounts, it shall be the responsibility of the employee to
31 collect the refund directly from the Union.

32 (E) The Union shall indemnify and save the Company harmless against any and all
33 claims, demands, suits or other forms of liability that shall arise out of or by reason of action
34 taken by the Company pursuant to any of the provisions of this Section.
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1 (E) Employees who have been directed to work on a holiday and then fail to report and
2 perform such work shall not receive holiday pay for that holiday.

3 (F) An employee who is not on the current payroll of the Company as of the occurrence
4 or observation of any of the holidays mentioned in Subsection (A) above, or days observed as
5 such, because of (a) layoff by the Company that commenced not more than thirty (30) days
6 next preceding the holiday in question or because of (b) confirmed illness or injury that
7 commenced not more than thirty (30) days preceding the holiday in question, shall nevertheless
8 be paid for eight (8) hours at his or her regular straight-time hourly rate for such holiday as
9 provided in Subsection (B) above.

10

11

SECTION 10

RATES OF PAY AND WORK ASSIGNMENTS

(A) Each employee shall be classified in the hereinafter-mentioned classification which covers the work operation he or she performs for the Company.

Employees Hired Prior to August 14, 2013 and all Foreman

(Minimum Rate per Hour)

<u>CLASSIFICATIONS</u>	08/14/2019	08/14/2020	08/14/2021
	-	-	-
	08/13/2020	08/13/2021	08/13/2022
Foreman	\$18.90	\$19.37	\$19.85
Lead Prepper	\$17.60	\$18.04	\$18.49
Prepper	\$16.59	\$17.00	\$17.43

Employees Hired On or Subsequent to August 14, 2013 and all Foreman

(Minimum Rate per Hour)

<u>CLASSIFICATIONS</u>	08/14/2019	08/14/2020	08/14/2021
	-	-	-
	08/13/2020	08/13/2021	08/13/2022
Lead Prepper	\$14.92	\$15.22	\$15.52
Senior Prepper	\$14.41	\$14.70	\$14.99
Prepper	\$13.55	\$13.82	\$14.10

Note: Employees assigned to work at the Hamtramck location will receive an additional \$0.50 per hour to above listed rates

Lead Pay Differential:

The Company may at certain times designate an employee with certain temporary supervisory duties. In order to compensate an individual for this designation, they will receive \$1.00 per regular hour for those hours worked in the "lead" capacity. When the lead designation for an

1 employee is no longer deemed necessary by the Company, the employee will no longer receive
2 the pay differential.

3
4 (B) It is recognized that from time to time it may be necessary for the Company to
5 temporarily assign employees to a work operation other than that on which they are normally
6 employed, therefore, the Company may, in accordance with the following provisions, temporarily
7 assign any employee to perform any work operation; however, if an employee is assigned in
8 any one day for an hour or more to a work operation for which the minimum wage rate herein
9 specified is higher than his or her regular straight-time hourly wage rate, then, in that event,
10 such employee shall be paid not less than the minimum wage rate herein specified for such
11 work operation for the entire period of such assignment. The regular straight-time hourly wage
12 rate of an employee who is temporarily assigned to a work operation, for which the minimum
13 wage rate herein specified is lower than his or her regular straight-time hourly wage rate, shall
14 not be reduced.

15
16 (C) The rates of pay set forth in Subsection (A) of this Section are minimum straight-time
17 hourly wage rates, and nothing contained herein shall be construed as prohibiting or requiring
18 the Company to grant individual employees, for length of service or other reasons, a wage
19 increase which would result in such employee's regular straight-time hourly wage rate being in
20 excess of the minimum wage rate herein specified for the work operation he or she performs;
21 however, in the event any such wage increases are granted, the Company shall notify the
22 Union, in writing, of the name of the employees who are granted an increase, the amount of
23 such increase, the effective date thereof, and the reason therefore.

24
25 (D) Should it be determined that there exists a work operation for which the
26 classifications set forth in Subsection (A) of this Section would not be applicable or should the
27 Company undertake work operations for which such classifications are not applicable, then in
28 either event, classifications for such work operations and minimum wage rates therefore shall
29 be established through negotiations between the Company and the Union.

30
31 (E) In addition to the applicable hourly wage rate for each hour worked by employees,
32 beginning August 14, 2019, the Employer will contribute zero cents (\$.00) per hour worked /
33 zero cents (\$.00) total effective August 14, 2020 / zero cents (\$.00) total effective August 14,
34 2021 / affirming the cost increase at zero cents (\$.00) per year for worked hours only to
35 Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted
36 Cooperative Trust with federal tax exempt status under Section 501 (a) of the Internal Revenue

1 Code as an exempt organization under Section 501 (c)(5) of the Internal Revenue Code. The
2 general purposes of the Trust include the improvement and development of the Union
3 Ironworker Industry through Education, Training, Communication, Cooperation and
4 governmental lobbying and legislative initiatives.

5
6 The reporting, payment, frequency of payment and administration of such contributions shall be
7 governed by the terms of the IMPACT Trust agreement, policies and resolutions.
8
9

1 **SECTION 11**

2 **PAYDAYS**

3 Employees shall be paid on a regular designated payday once each week in
4 cash or its equivalent. Paycheck corrections of one (1) days pay or more will be made
5 within one (1) workday of notification of such error, otherwise such corrections will be
6 made by the next pay period. When an employee is laid off, he or she shall be paid their
7 regular earnings within one (1) week on the next regularly designated payday in cash or
8 its equivalent. When an employee is discharged, he or she shall be paid in cash or its
9 equivalent on the next regularly designated payday he/she would have otherwise been
10 paid.

11
12 **SECTION 12**

13 **REPORTING PAY**

14 Any employee who is called-in to work and does report for work and is not put to
15 work for at least four (4) hours shall be paid at the applicable rate for four (4) hours'
16 actual work on that day, except where failure to so put such employee to work is
17 occasioned by non-operation of the facility, or a substantial part thereof, as a result of
18 fire, Act of God, failure of power or major breakdown of equipment.

19
20 **SECTION 13**

21 **VACATIONS & SAFETY DAYS**

22 (A) An employee, who has completed twelve (12) to twenty-four (24) months of
23 continuous active service in a regular full-time status, shall be entitled annually to one
24 (1) week of vacation (40 hours) with pay, to be taken during the next twelve (12) months
25 of employment.

26 (B) An employee, who has completed twenty-four (24) to seventy-two (72)
27 months of continuous active service in a regular full-time status, shall be entitled
28 annually to two (2) weeks of vacation (80 hours) with pay, to be taken during the next
29 twelve (12) months of employment.

1 (C) An employee, who has completed seventy-two (72) or more months of
2 continuous active service in a regular full-time status, shall be entitled annually to three
3 (3) weeks of vacation (120 hours) with pay, to be taken during the next twelve (12)
4 months of employment.

5 (D) Vacation pay shall be computed at the straight time hourly rate of pay of the
6 employee in effect at the time the vacation is taken. Pay for a "day of vacation" will be
7 eight (8) times the employee's regular straight-time hourly rate of pay. Pay for a "week
8 of vacation" will be forty (40) times that hourly rate. Hours of vacation pay (hours that
9 are not worked) will not count towards overtime qualification calculations.

10 (E) An employee shall not be entitled to a vacation or vacation pay under any of
11 the following circumstances:

12 a) If an employee is classified as a part-time or temporary employee (all
13 time served in a part-time or temporary status does not count towards qualification for
14 vacation or other benefits); or

15 b) If an employee quits the employ of the Company prior to his
16 anniversary date without giving written notice at least two weeks prior to his termination
17 date.

18 (F) Vacation time cannot be carried forward from one entitlement year to the
19 next. However, any vacation time not used in an entitlement year will be reimbursed.
20 The employee must submit written request (form will be available from the manager) to
21 be reimbursed for unused vacation.

22 (G) Employees entitled to a vacation under this Agreement must take their
23 vacation at a time convenient to the Company and vacations shall not be cumulative.
24 The Company shall have the right to determine the number of employees in each
25 department who can be on vacation at any one time.

26 The Company may, at its option, shut down all or part of its operations for one (1)
27 or more weeks each year and schedule, during the periods of shutdown, up to two (2)
28 weeks of an employee's earned vacation.

29 (H) The Company will give employees an opportunity to express their preference
30 as to the time they would like to take their vacation, provided such preference is noted
31 on the departmental bulletin board and submitted to the Company between April 1 and
32 April 30. Subject to the foregoing provisions of this Section and consistent with the
33 efficient operation of the Company's business, the Company will honor the vacation

1 preference expressed by employees in accordance with their seniority insofar as
2 practicable.

3 (I) Vacation pay shall be based on the employee's regular straight time rate at
4 the time the vacation is started. If a holiday recognized in Section 9 falls within a
5 vacation week, the eight (8) hours of holiday pay at straight time shall be paid to the
6 employee on vacation. An employee entitled to vacation shall not take less than 1/2
7 day of vacation at any one time.

8 (J) It is understood that the purpose of vacations is to give employees a rest and
9 employees will ordinarily be required to take vacations to which they are entitled under
10 the provisions of this Section. However, the Company may require an employee to
11 work during his vacation in the event of an emergency, in which case the employee will
12 receive regular pay as well as vacation pay, or at the employee's request, the Company
13 will reschedule his vacation in accordance with Sections E and F.

14 (K) The term "continuous active service" as used in this Article means
15 uninterrupted service in the employ of the Company since the day on which the
16 employee was last hired by the Company. Time worked as a part-time or temporary
17 employee does not count towards completion of the time requirements to qualify for
18 vacation pay.

19 (L) A Safety Day is a paid day of absence awarded to those employees who work
20 injury (OSHA recordable), accident free and critical rule violation free during the
21 appropriate qualification period. Employees will be allowed to accrue a maximum of two
22 (2) Safety Days; accumulated days in excess of two (2) may be "cashed out" by the
23 employee – and will be paid according to the employees normal scheduled work day
24 (i.e. 8 or 10 hours). Any OSHA recordable work injury, critical rule violation or negligent
25 equipment damage incident will disqualify the employee from earning Safety Days for a
26 minimum of two (2) months from the date of the incident. Use of a Safety Day requires
27 the prior approval of management; however, the Company will not unreasonably deny
28 the use of a Safety Day. Safety Days will be awarded according to the following
29 schedule:

30 1. Full-time employees with more than sixty days employment with the
31 Company will be awarded one (1) Safety Day for every six (6) months of injury, critical
32 rule violation and accident free service performed.

SECTION 14

WELFARE BENEFITS

(A) The Company agrees to continue in effect for the term of this Agreement its present group insurance program so as to make available to all regular, full-time employees, who have been employed by the Company as regular, full-time employees and who have satisfactorily completed a sixty (60) working day qualification period as a regular full-time employee, the Company's basic group health, dental, and life insurance. The effective date of coverage will be the first day of the month following the date of successful completion of this qualification period. Time worked as a part-time or temporary employee does not count towards completion of the sixty (60) working day qualification period.

(B) The Company provides medical and hospitalization insurance for all its employees who wish to participate. During the term of this Agreement, each participating employee must pay twenty percent (20 %) of the cost of single coverage and twenty percent (20 %) of the additional cost of employee and spouse coverage, employee and child(ren) coverage, and employee and family coverage. The cost of these premiums will be deducted from the participating employee's weekly pay. If an employee elects not to participate in the Company's plan, when eligible under the terms of this Article, his later participation will be subject to the approval of the Company and the insurance provider.

(C) Group term life insurance coverage is offered by the Company for all qualifying employees who wish to participate. Each participating bargaining unit member must pay twenty percent (20%) of the cost of the life insurance coverage, if they elect to participate.

(D) During the term of this Agreement, the Company will make available to its bargaining unit employees a group dental insurance plan through a carrier selected by the Company, with benefits determined by the Company and on terms as negotiated between the Company and the group carrier. Any bargaining unit employee wishing to purchase such group dental insurance will be responsible for 100% of the insurance premium, regardless of the type plan selected. If a bargaining unit employee participates in the group dental plan as set forth herein, the monthly premium cost for

1 such coverage will be pro-rated weekly and deducted from the employee's weekly
2 paycheck.

3 (E) Any employee of the Company who desires the Company's aforementioned
4 basic group life, medical, and dental insurance shall authorize the Company in writing to
5 make a deduction for his contribution for coverage from his weekly earnings.

6 (F) All group medical coverage shall have the standard coordination of benefits
7 provisions included in the group insurance policies, as normally and usually written by
8 the insurance carrier.

9 (G) The Company may change insurance carriers for any of the group insurance
10 programs as set forth in this Section, so long as such insurance coverage is available.

11 (H) The contracts between the Company and insurance carriers will govern in all
12 matters related to the group life, medical, and dental coverage provided herein. The
13 exact coverage and the conditions for coverage of the aforesaid insurance will be
14 determined by the terms and conditions of the policy or contract, and the Company will
15 not under any circumstances be liable as an insurer of any of the benefits to employees.
16 The maximum age for coverage of minor children under the group medical insurance
17 will likewise be governed by the terms of the insurance contract or policy. Disputes
18 concerning insurance coverage shall not be subject to the grievance and arbitration
19 procedure, but shall be resolved in accordance with the insurance carrier's internal
20 administrative review procedures. The insurance carrier's decision shall be final and
21 binding on the Company, the Union and the employee.

22 (I) If, pursuant to any Federal or State law which may become effective during
23 the term of this Agreement, the Company is required to make contributions or pay taxes
24 to provide any benefits or coverage's which are already provided for under the
25 Company's group life, medical, accidental death and dismemberment, and dental
26 insurance, then to the extent such benefits under such Company plans are required by
27 Federal or State actions, the Company shall be relieved of the obligations to provide
28 such benefits under the Company plans.

1 **SECTION 15**

2 **RETIREMENT PLAN**

3 The Company will provide a tax qualified retirement plan in which all of its
4 bargaining unit employees may voluntarily participate. It is understood that there is no
5 requirement for the Company to make a contribution to the plan and that any such
6 contribution by the Company is solely at the Company's discretion.

7 Such tax qualified retirement plan will comply with all federal and state laws,
8 rules and regulations applicable to tax qualified retirement plans in general and 401(k)
9 plans in particular.

10 The Company reserves the right, in its sole discretion, to determine whether such
11 plan will be individually designed for it or will be established through a bank, insurance
12 company, brokerage company or other institution which offers such retirement plans for
13 adoption by companies in general. The Company reserves the right, in its sole
14 discretion, to determine the investment alternatives which will be available to employees
15 participating in the plan. The Company also reserves the right to amend the plan at any
16 time and from time to time, to have returned to the Company any contributions made by
17 it to the plan which were made in error for any reason.

18
19
20 **SECTION 16**

21 **APPRENTICES**

22 The Company does not desire to employ, and agrees that it shall not employ
23 Apprentices during the term of this Agreement.
24

25 **SECTION 17**

26 **SENIORITY**

27 (A) Employees shall be regarded as probationary employees until they have
28 worked for the Company within the bargaining unit described and set forth in Section 2
29 of this Agreement an aggregate total of sixty (60) calendar days. During such

1 probationary period, the Union may represent any such employee to the extent that
2 representation shall be required by any law or regulation of any government body of
3 competent jurisdiction. No claim or grievance shall be made by the Union on behalf of or
4 by such employee with respect to layoff, transfer, or discharge. The Company shall be
5 under no obligation to provide medical coverage or any other benefits and shall be
6 under no obligation to re-employ such employee should they be laid off or discharged.
7 When employees have completed the aforementioned probationary period, they shall
8 have seniority status beginning with the date of employment within the bargaining unit
9 and their continuous service shall commence as of such date.

10 (B) Except as otherwise specifically provided for in this Agreement, an
11 employee's seniority shall apply only in case of layoff, recall from layoff, job bidding and
12 vacation selection. An employee's seniority shall control in cases of layoff and recall
13 from layoff where qualifications, work record and ability are relatively equal. Where, in
14 the Company's judgment, the qualifications, work record and ability of two or more
15 employees are relatively equal, seniority shall control. It is agreed, however, that in
16 case of layoff, no employee, regardless of his qualifications, work record, ability, or
17 seniority, shall have the right to be put in a job which pays a higher rate or is on a higher
18 compensation basis than the job to which he was regularly assigned immediately before
19 the layoff occurred, and no employee, may displace any other employee unless he is
20 fully qualified, without any further training or instruction, to satisfactorily perform the
21 work of the employee being displaced. When the working force is built up after a layoff
22 and employees are restored to the jobs they held prior to the layoff, they shall also be
23 restored to the appropriate rate or basis of pay for the job. It is agreed that in case of
24 temporary layoffs, such layoffs may be made without regard to the provisions of this
25 Section B, and without regard to the provisions of Section C of this Article. Layoffs
26 should be in inverse order of seniority, based on qualifications. Temporary layoff, for
27 the purpose of this Section, shall be defined to mean a layoff which at the time of such
28 layoff the Company anticipates will not exceed fifteen (15) working days.

29 (C) In case of layoff, all probationary employees shall be laid off before any
30 employees who have established seniority are affected, unless there is no employee
31 with seniority who is immediately qualified to do the work without further training or
32 instruction.

1 (D) The Company will give employees as much notice as is reasonably possible
2 prior to layoff.

3 (E) The Company shall be the sole judge of the qualifications, work record
4 (including attendance) and ability of employees in all cases, including but not limited to
5 layoff and recall from layoff.

6 (F) An employee shall lose seniority and his status as an employee shall cease
7 for any of the following reasons:

8 (a) If an employee quits for any reason or is discharged for cause.

9 (b) If an employee has not worked for the Company for twelve (12)
10 consecutive months, or for a period of time equal to his seniority, whichever is the
11 lesser.

12 (c) If an employee, after having been laid off, fails to report for work within
13 five (5) working days when called by the Company by certified mail or telegram, sent to
14 the employee's last address appearing on the Company's records.

15 (d) If an employee is retired.

16 (G) Employees shall notify the Company and the Union in writing of any change
17 of address within three (3) working days after such change has been affected. Should
18 any question arise regarding an employee's address, the last address appearing on the
19 Company's records shall be considered true and correct. Employees shall also have
20 the responsibility to keep the Company properly advised of their correct telephone
21 number.

22 (H) When employees in the bargaining unit covered by this Agreement are
23 promoted or transferred to jobs outside the bargaining unit, they will retain and
24 accumulate seniority for a period of three (3) months, during which period such
25 employees will have the right to return to a job in the bargaining unit provided they have
26 the seniority and qualifications therefore. At the end of said three (3) month period, if the
27 employee remains in the job outside the bargaining unit, he will lose all seniority rights
28 under this Agreement and will lose all rights to return to a bargaining unit job.

29 (I) The Company, will post, for three working days, vacant positions on the
30 Company bulletin board and allow current employees the opportunity to "bid" on the
31 position vacancy. If more than one current employee indicates a desire to transfer to the
32 posted position and where, in the Company's judgment, the qualifications, work record
33 and ability are relatively equal, seniority shall control. Employees who transfer under the

provisions of this paragraph will be precluded from "bidding" on any other position vacancy for a period of six (6) months from the effective date of their last transfer.

(J) The Company shall, on or within two (2) regular work days after the first of each month, furnish the Union a list containing the names of its employees who, during the preceding monthly period, left the active employ of the Company and state thereon whether the employee is on leave of absence, quit, was laid off, or discharged; and if laid off or discharged, the reason therefore. Such list shall also contain the names of all employees hired or returned to work during the preceding monthly period, their home address, classification, rate of pay, social security number, and badge or clock number.

(K) The Company shall, within fifteen (15) days after signing of this Agreement, furnish the Union, and post on its bulletin boards, a seniority schedule containing the name, date of employment, badge or clock number, and classification of each employee. Revised schedules shall be furnished the Union by the Company and copies thereof posted by the Company on its bulletin boards each three (3) months during the term of this Agreement. In order to facilitate the proper administration of this Agreement, the Chief Shop Steward shall be furnished, upon request, information concerning the employment date, classification, and rate of pay of any employee to whom this Agreement is applicable.

SECTION 18

LEAVE OF ABSENCE

(A) Various Types of Leave of Absence:

1. Personal Leave of Absence – Any regular full-time employee with one (1) year's seniority may apply for a leave of absence for legitimate personal reasons, without pay, and for a period not in excess of thirty (30) days in a calendar year. Such leaves shall be granted at the discretion of the Company, and each request will be handled on a case by case basis. During an approved leave of absence, seniority shall be maintained.

2. Medical Leave of Absence – Any employee may apply for an unpaid medical leave of absence providing the employee has one (1) year's seniority and medical verification of the illness. A medical leave of absence cannot exceed sixty (60)

1 days at one time without review, and must not exceed six (6) months. Medical leave of
2 absence requests must include the nature of the illness or disability, why the leave is
3 necessary, and the anticipated length of the leave. A physician's certificate identifying
4 the illness must be presented as soon as reasonably possible. The Employer may
5 request that the employee be examined by a physician of the Employer's designation,
6 and failure to do so by the employee will result in the failure to grant the leave of
7 absence. Employees on an approved medical leave of absence must return to work no
8 later than the date certified by the physician for their return to work. Employees who fail
9 to return to work on the designated day will be considered to have voluntarily resigned.

10 3. Leaves of absence granted under Section 18(A)1 and 18(A)2 above,
11 may be extended by the Employer at the Employer's sole discretion. Extension requests
12 must be submitted in writing. In no event will a leave of absence exceed six (6) months
13 and during all such extended leaves of absence seniority shall be accumulated during
14 the period of absence.

15 4. Where applicable, the Company observes the provisions of the Family
16 Medical Leave Act which provides for up to twelve (12) weeks of unpaid, job protected
17 leave to "eligible" employees for certain family and medical reasons. Employers are
18 "eligible" if they have worked for a covered Employer for at least one (1) year, and for
19 1,250 hours over the previous twelve (12) months and if the Employer has at least fifty
20 (50) employees within 75 miles.

21 5. Employees will be given leaves of absence automatically for the entire
22 period, up to one (1) year, when the absence is necessary due to illness or injury
23 determined by a State Agency and/or Bureau of Workers Compensation to be
24 occupational. Leaves of absence under this paragraph shall be with accumulated
25 seniority.

26 6. Any employee covered by the terms of this Agreement who leaves his
27 or her employment in order to perform training or service in the Armed Services of the
28 United States shall be granted a leave of absence to comply with the terms of existing
29 Federal Legislation. Leaves of absence granted under this paragraph shall be with
30 accumulated seniority.

31 7. An employee who, while on leave of absence, engages in or seeks any
32 other employment shall be considered to have quit without notice. Unless otherwise
33 provided, seniority shall accumulate during leaves of absence. Time absent for any

1 leave of absence shall not be counted as time worked for any purposes, and (except as
2 otherwise provided herein) employees on leave of absence shall not be entitled to
3 benefits under this Agreement.

4 8. Upon return from an authorized leave of absence, or extension thereof,
5 the employee shall be considered for return to a job classification in accordance with his
6 or her seniority, provided that an available position exists and the employee is capable
7 to perform the work to which he or she would be returned. All state and federal
8 regulations will be applied with regard to reasonable accommodation. Qualifications for
9 work to be performed shall be determined by the Company. Employees returning from
10 leave of absence, in any event, will be re-employed as soon as work is available in
11 accordance with the employee's seniority status and capabilities.

12 (B) Bereavement Pay

13 1. In the event of the death of an immediate family member, as defined in
14 18(B)2 below, a regular full-time employee will, upon written request, be granted up to
15 three (3) days off for bereavement purposes, provided that the employee attends the
16 funeral and that the employee was normally scheduled to work each of the three (3)
17 days set forth above. In such case, the employee shall be paid the amount of wages,
18 exclusive of premiums, at the wage rate set forth in the attached "Addendum" for the
19 regular straight-time hours that the employee would normally worked on the days under
20 this paragraph.

21 2. Immediate family as contained herein is defined shall receive three (3)
22 days' pay: (a) Current spouse (does not include ex-spouses or live-in roommate), (b)
23 Child, (including stepchild or legally-adopted child); (c) Parent (natural), (d) Brother
24 (natural), (e) Sister (same inclusion as described for brother), (f) Grandchild, (g)
25 Grandparent (includes the grandparent of the employee or the current legal spouse).

26 Extended family as contained herein is defined shall receive one (1) day
27 pay: (a) Parent (step, or adoptive parents), (b) Brother (step, half, or adoptive brother),
28 (c) Sister (same inclusion as described for brother), (d) Father-in-law (father of current
29 legal spouse), (e) Mother-in-law (mother of current legal spouse).

30 3. If an employee is notified of the death of one of the above relatives
31 while at work, the employee will be permitted to leave work immediately and will be paid
32 for the remainder of the regularly scheduled shift that day. Employees will receive pay

1 under this paragraph only when absence here under would otherwise result in the loss
2 of regular straight-time earnings.

3 4. Employees who are on vacation, days off, off sick, leave of absence,
4 layoff, or other nonworking days during such three (3) day period shall not be entitled to
5 benefits under this paragraph. Hours paid under this paragraph shall not be counted as
6 hours worked for any other purposes under this Agreement.

7 (C) Jury Duty

8 Employer will allow employees to serve on jury duty when requested by
9 the court, but would be at the employee's own expense. There is no compensation
10 liability by the Employer.

11 (D) Sick Leave

12 Employees shall be entitled to sick days under the following schedule:

13 After twelve (12) months of employment: two (2) paid days

14 After twenty-four months of employment: four (4) days – two (2) of which
15 are paid and two (2) that are unpaid.

16 Employees shall be paid at their current hourly rate of pay for eight (8)
17 hours, for the above mentioned sick days. If not taken then the employees shall be paid
18 on their anniversary date with the Company.

19
20 **SECTION 19**

21 **DISCIPLINE AND DISCHARGE**

22 (A) During an employee's sixty (60) day probationary period, the Company shall
23 have the right to discharge him without recourse by the Union or by such probationary
24 employee to the grievance procedure, of this Agreement.

25 (B) The parties expressly recognize and agree that the Company's customer or
26 custodian of the worksite may at any time demand, as a condition of operations that an
27 individual covered under the terms of this Agreement not be permitted to enter the area
28 of work or perform work at the site. In such an instance, the employee may be
29 separated from employment on that basis, regardless of any other facts, and regardless
30 of the employee's seniority. Under such cases, the Company must show proof that the
31 customer or custodian has banned such individual(s) from the work site.

1 (C) The Company shall have the right to discipline or discharge an employee,
2 who has completed his probationary period, for just cause. It is further understood that
3 the Company maintains a list of Conduct Rules and Safety Rules, which are provided to
4 the Union and each individual employee, and which, if violated, will be cause for
5 discipline as specified in the Associate Handbook.

6 (D) It is understood and agreed that employees have a responsibility to be
7 regular and punctual in their work attendance. Habitual or repeated tardiness or
8 absenteeism or an employee's failure to report promptly when he is tardy or absent from
9 work will be cause for progressive discipline up to and including discharge.

10 (E) It is further understood and recognized that, it shall be cause for discharge if
11 an employee is assessed sixteen (16) progressive discipline points for any cause or
12 combination of causes in any rolling twelve (12) month period.

13 14 **SECTION 20**

15 **REPRESENTATION: GRIEVANCE PROCEDURE**

16
17 A) The President, a Chief Shop Steward and an Assistant Chief Shop Steward
18 may be appointed by the Union from among its members employed by the Company.
19 The Union shall keep the Company informed of the names of its members who have
20 been appointed as Stewards.

21 (B) The President and or Shop Stewards shall not be discriminated against for
22 performing their duties as hereinafter provided for, nor shall any employee be
23 discriminated against for presenting a grievance or dispute or consulting with the
24 President and or a Shop Steward about any complaint or grievance he or she may
25 have. After a grievance or dispute has been presented, as provided for in Subsections
26 (C)1 and (C)2 hereof, no Manager, Supervisor or other representative of the Company
27 shall discuss such grievance or dispute with the employee(s) unless the President and
28 or the Shop Steward is present during such discussion.

29 (C)1. Should a grievance or dispute arise between the Company and the Union
30 in connection with the application, interpretation, or alleged violation of any provision of
31 this Agreement, the complaining or aggrieved party shall serve notice thereof, in writing,
32 on the other not later than five (5) workdays from the date the grievance or dispute

1 occurred or comes to the attention of the complaining or aggrieved party; and within ten
2 (10) workdays immediately following receipt of such written notice, a designated
3 representative(s) of the Union and a designated representative(s) of the Company shall
4 make an earnest effort to settle such grievance or dispute; and failing to do so, the
5 matter shall, upon written notice of either party to the other, be submitted to arbitration
6 in accordance with the arbitration provisions hereinafter set forth in this Agreement,
7 provided such written notice is given within fifteen (15) workdays immediately following
8 the aforementioned ten (10) workday period.

9 (C)2. Should a grievance or dispute arise between the Company and an
10 employee(s), an earnest effort shall be made to settle such grievance or dispute in the
11 following manner:

12 Step 1: By the complaining employee(s), President and or Shop Steward,
13 and Site Manger. If not settled, the grievance or dispute shall be processed as provided
14 for in Step 2.

15 Step 2: By the President and or Shop Steward and a designated
16 representative(s) of the Company. If not settled, the grievance or dispute shall be
17 processed as provided for in Step 3.

18 Step 3: By a representative of the Union, the President, the Shop Steward,
19 the Site Manager, and a designated representative(s) of the Company. The Company's
20 representative shall render a decision, in writing, within three (3) workdays following the
21 day on which the grievance or dispute is presented in Step 3. Such decision shall be
22 considered as satisfactory and the grievance or dispute considered settled unless the
23 Union notifies the Company, in writing, with ten (10) workdays after the three (3) day
24 period of consideration, as hereinafter provided for in this Step 3, that it is the desire of
25 the Union that the grievance or dispute be submitted to arbitration in accordance with
26 the arbitration provisions hereinafter set forth.

27 In the event a grievance or dispute between the Company and an employee(s) is
28 not settled as provided for in Step 1 above, the grievance or dispute shall be reduced to
29 writing, on forms furnished by the Union, and signed by the aggrieved employee or the
30 Chief Shop Steward, and shall be taken up on some one day of each week to be
31 mutually agreed upon. The processing of grievances or disputes in Steps 1, 2, or 3
32 above shall be during regular scheduled work hours without loss of pay to the Shop
33 Steward involved, it being understood that such privilege shall not be abused.

(D) The President and or the Shop Stewards provided for and mentioned in this Section 20 shall have and possess power and authority to act for and bind the Union only in connection with those functions, rights, obligations and matters provided for in this Agreement. They shall not have, or be deemed to have, any other authority to act for or bind the Union. Specifically, no Shop Steward has any authority, real or apparent, to act for or in behalf of the Union, in any manner contrary to or in violation of any applicable section or provision of the Labor-Management Relations Act, 1947, in the matter of hiring or firing employees, or disciplining, demoting, or punishing employees, or discriminating against employees, or altering, suspending, or terminating all or any part of this Agreement, or calling or causing or inducing strikes, work stoppages, or picketing, or establishing boycotts. Nor shall the fact that any such Shop Steward has, on one or more occasions, assumed authority to act for the Union in connection with matters for which he is not hereby authorized to act in behalf of the Union, be deemed evidence of any real or apparent authorization by the Union of such activities by the Shop Steward, unless the Company shall have given the Union written notice of such activity or activities of the Shop Steward and the Union, within a reasonable time thereafter, has failed to post notices on the Bulletin Board located on the Company's premises directing such Shop Steward to cease and desist from such activities and proclaiming that he has acted beyond the scope of the authority granted him by the Union.

SECTION 20A

ARBITRATION

A) Any grievance or dispute between the Company and the Union or between the Company and an employee(s) that has been processed in accordance with the provisions of this Section of this Agreement but not satisfactorily settled shall, upon the written request of either party to this Agreement, be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. If, within five (5) workdays after receipt of such written request, the parties are unable to agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service shall be requested to submit the names of at least five (5) disinterested persons qualified and willing to act as impartial arbitrators. From such list, the Company and the Union shall each alternately strike one name until all but one name has been eliminated and the

1 name which remains on the list shall be selected to act as the impartial arbitrator. The
2 procedure to be followed in submitting the difference or dispute to the arbitrator shall,
3 unless agreed upon by the parties with three (3) workdays after the selection of the
4 arbitrator, be determined by the arbitrator himself. The arbitrator shall submit his
5 decision, in writing, within thirty (30) days after the conclusion of the hearing, or
6 hearings, as the case may be, and the decision of the arbitrator so rendered shall be
7 final and binding upon the employee(s) involved and upon the parties to this Agreement
8 and judgment thereon may be entered in any court having jurisdiction. The
9 compensation and necessary expenses of the arbitrator shall be borne equally by the
10 Company and the Union.

11 B) In the event a grievance is referred to arbitration, this Agreement shall be the
12 sole basis on which the arbitrator's decision is rendered, and in reaching his decision
13 the arbitrator shall have no authority to amend, modify, or in any way change its terms.
14 In discipline and discharge cases, the arbitrator shall have the authority to determine
15 just cause.

16 C) The function of the Arbitrator shall be of a judicial rather than a legislative
17 nature. The Arbitrator shall not substitute his judgment for the Company's judgment,
18 and where matters of judgment are involved; he shall be limited to deciding whether or
19 not the Company acted arbitrarily, capriciously or in bad faith. The Arbitrator shall not
20 decide issues which are not directly involved in the case submitted to him, and no
21 decision of the Arbitrator shall require the rate or wage basis different from or the
22 payment of any wages in addition to, those expressly set forth in this Agreement. In any
23 discharge or disciplinary layoff case where the Arbitrator decides that the aggrieved
24 employee should be awarded any back pay, the Company shall be entitled to full credit
25 on such award for the employee's gross interim earnings or, unemployment and
26 workers' compensation benefits or disability benefits received by the employee during
27 the period he was not working for the Company. Subject to the foregoing qualifications
28 and limitations, the Arbitrator's award shall be final and binding upon the Company, the
29 Union and the aggrieved employee or employees.

SECTION 21

STRIKES AND LOCKOUTS

(A) The parties agree that they will promptly attempt to adjust all complaints, disputes or grievances arising between them involving questions of interpretation or application of any clause or matter covered by this Agreement as well as by act, conduct or relation between the parties, direct or indirect. If a party delays, unduly, refuses or fails to utilize or submit to the grievance and/or arbitration procedure, the other party may submit such refusal, failure, or delay to the National Labor Relations Board for adjudication.

(B) The Company agrees that during the term of this Agreement there shall be no lockouts. However, the closing down of the Company's business or any part thereof, or curtailing any operations for business reasons, shall not be construed to be a lockout.

(C) The Union, its officers, agents, members and all employees covered by this Agreement agree that for the duration of this Agreement there shall be no strikes, sit downs, slow downs, stoppage of work, boycott or any acts that interfere with the Company's operations or production. It is also agreed that no employee shall fail to cross any picket line to report to work, unless such picket line is a lawful primary picket line of the Union signatory hereto. Any violation of this provision may be made the subject of disciplinary action, including discharge, at the sole discretions of the Company.

(D) The Company shall have the right to discipline, including discharge, any employee who (whether individually or in a group) instigates, participates in or gives leadership to any activity herein prohibited. The Company shall have no obligation to attempt to discipline each and every employee who engages in a violation of this article. If discipline in this regard is challenged through the grievance procedure and proceeds to arbitration, the arbitrator shall have no power to review the reasonableness of or modify the penalties imposed, but he may order back pay only upon an affirmative finding of innocence on the part of the employee.

(E) In any case where a work stoppage, slow down or strike occurs, upon notification by the Company, the Union will immediately post the following notice at the affected facility, on the Union's bulletin board:

1 "TO ALL MEMBERS OF IRON WORKERS REGIONAL SHOP LOCAL UNION
2 NO. 851 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
3 STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS:
4

5 Dated:
6

7 You are advised that certain work action took place today in this facility.
8 This action was unauthorized by both the Local and International Union.
9 You are directed to promptly return to your respective jobs and to cease
10 any action which may affect production. The grievance(s) in dispute will be
11 processed through the regular grievance procedures provided for in your
12 contract.
13

14 If conditions do not return to normal work immediately, we feel that the
15 Company is justified in disciplining you and replacing you with new
16 employees."

17 It is agreed that an authorized officer of the Local Union and/or an authorized officer
18 of the International Union shall sign the notice.

19 Upon notification from the Company that the posting of the notice has not brought
20 about a termination of such work stoppage, strike or slow down, the Union will take
21 all such further steps as may be available to it to bring about the resumption of
22 normal work, including, but not limited to, initiating and processing of Union
23 disciplinary measure against members.

24 (F) The Company agrees that in consideration of the performance by the Union
25 of the undertakings herein assumed by it in Subsection (E) hereof with respect to
26 termination of unauthorized strikes and work stoppages, there shall be no liability by
27 suit for damages on the part of the Union, its officers, agents or members, for breach
28 of contract of any kind or character whatsoever, where such breach has not been
29 caused, authorized, ratified, or condoned by the International Union or Local Union,
30 its officers or agents.
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1 (B) The parties hereto recognize the importance of safety provisions in the facility
2 for the welfare of the employees and the protection of the Company's property. It shall
3 be the exclusive responsibility of the Company to insure the safety and health of its
4 employees during the hours of their employment. There shall be a permanent Safety
5 Committee consisting of, not to exceed two (2) persons, who shall be employees of the
6 Company selected by the Union, and an equal number of persons selected by the
7 Company. This Committee shall be empowered only to investigate discuss and submit
8 recommendations to the Company calculated to relieve any unsafe or unhealthy
9 conditions that may exist. The Company agrees to make reasonable efforts to improve
10 and/or correct any safety defect or unhealthy condition which the Committee may call to
11 its attention. However, any work operation which any member of the Committee deems
12 to be of imminent danger to the safety or health of any employee shall immediately be
13 called to the attention of a representative of the Company.

14 (C) It is agreed that employees will observe all established safety rules,
15 regulations and procedures, both as prescribed by the Company and as required by
16 law. It is also agreed that it shall be a condition of employment that employees shall
17 wear or utilize any safety equipment and protective devices required by the Company or
18 by law. It shall be the employee's responsibility to take proper care of the safety
19 equipment and safety devices which are issued to him, and to replace same at the
20 employee's cost if lost, damaged or destroyed by reason of the fault or neglect of the
21 employee.

22 (D) Once each twelve (12) months the Company shall reimburse an employee
23 one-hundred fifty (\$150.00) dollars towards the cost of steel-toe boots.

24 (E) The Company has the right to implement and enforce the following drug
25 testing program regarding the use, possession or sale of drugs or alcohol. No part of
26 this policy, nor any procedure therein, is intended to affect the company's right to
27 manage its work force, be contoured as a guarantee of employment or continued
28 employment, or limit the Company in its right to terminate the employment of any
29 employee.

STATEMENT OF POLICY

1. ALCOHOL/DRUG USE GENERALLY

a. Alcohol The possession of, or using¹ or being under the influence² of alcohol by an employee during work hours, while performing Company business, or otherwise while on Company premises or in a Company vehicle is prohibited.

b. Legal Drugs³ Except as provided below, the possession, sale, purchase, transfer, or use of, or being under the influence of (to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company) any legally obtained drug by any employee during work hours, while performing Company business, or otherwise while on Company premises or in a Company vehicle is prohibited. An employee may continue to work while using a legal drug if management has determined that the employee does not pose a threat to their own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug.

c. Illegal Drugs⁴ The possession, sale, purchase, transfer, or use of, or being under the influence of any illegal drug by any employee during work hours, while

¹ Exceptions to this policy as it pertains solely to the use of alcohol in connection with the business of the Company may be recognized, but only upon the prior express consent and approval of the Terminal Manager

² For purposes of administration of this policy, "under the influence of" alcohol or drugs means the presence of alcohol in the employee's system, regardless of the quantity or percentage amount, or the presence of drugs in the employee's system at or in excess of the test levels established in the Department of Transportation's "Procedures for Transportation Workplace Drug Testing Programs," 49 C.F.R. Part 40 (hereafter "49 C.F.R. Part 40"), as determined by means of testing for the presence of alcohol or drugs in an individual's system.

³ "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used in the dosages and for the purpose for which they were prescribed or manufactured.

⁴ "Illegal Drug" means: any drug (a) which is not legally obtainable (including "look alikes", synthetic or "designer" drugs, and other mind altering substances); or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs in the name of someone other than the employee using the drugs, or prescribed drugs not being used for prescribed purposes. It also includes marijuana, a narcotic drug or any derivative thereof, an amphetamine or any formulation thereof, or any "Schedule I" drug, as defined in the Federal Motor Carrier Safety Regulations of the United States Department of Transportation.

performing Company business, or otherwise while on Company premises or in a Company vehicle is prohibited.

2. TESTING

a. Reasonable Suspicion Testing

When the Company has reasonable suspicion to believe that an employee has been drinking or taking drugs, or is under the influence of alcohol or drugs, the Company will provide the employee with an opportunity for verification testing for such drug or alcohol presence. "Reasonable suspicion" shall include, but shall not in any way be limited to, employee appearance, behavior, conduct, judgment, coordination, or physical or mental ability which in the judgment of the management of the Company is inconsistent with safe operating procedures or this policy, as well as information, reports, or other evidence indicating that an employee (or employees) is in possession of, or using, or under the influence of alcohol or drugs, which is brought to the attention of the Company and upon which the Company may reasonably rely.

b. Accident/Injury Testing

If an employee is involved in a work related accident (including a serious "near miss"), sustains a compensable, "OSHA" reportable, or any injury which requires outside medical treatment, or through action or inaction is a contributing factor in an accident or injury involving other persons, the fact of such accident, injury, action or inaction, will result in drug/alcohol verification testing for the presence of drugs or alcohol.

c. Random Testing and Other Testing

All Company employees will be subject to drug/alcohol testing at any time on a random basis as a term and condition of employment. The Company also reserves the right to engage in such other testing of its employees as it may deem appropriate or necessary from time-to-time, including periodic testing and annual testing of the entire workforce.

1
2 **d. Testing Procedure**

3 Testing shall be by breathalyzer test (which may be administered in-
4 house), urinalysis or blood test to be administered by a hospital or medical laboratory,
5 or any other reasonable and appropriate testing device or a combination of these
6 procedures.
7

8 **e. Refusal to Submit to Testing**

9 When an individual who is suspected of using, or being under the
10 influence of either drugs or alcohol, is directed by the Company to submit to
11 drug/alcohol testing, or is otherwise directed by the Company to submit to drug/alcohol
12 testing pursuant to Sections a, b, or c above, and such individual fails to submit to such
13 required testing, the employee's refusal will be construed as an admission of guilt and
14 the employee will be subject to immediate discharge. If an employee switches,
15 adulterates, dilutes, or in any other manner modifies or attempts to modify a urine
16 sample submitted for testing, such action shall be deemed to be a refusal to submit to
17 required testing by the employee, and the employee's refusal will be construed as an
18 admission of guilt, and the employee will be subject to immediate discharge.
19

20 **f. Consequences of Policy Violation**

21 An employee who is found to be in violation of this policy is subject to
22 discipline, up to and including discharge, for a first offense or any subsequent offense.
23

24 **EMPLOYEES' REPORTING REQUIREMENTS ---LEGAL DRUGS**
25

26 Any employee who is taking prescribed medication, or any employee who
27 is taking an over-the-counter medication, which could induce drowsiness, disorientation,
28 impairment to coordination or attention, or any other impairment, and which could affect
29 the employee's ability to perform his job must advise his supervisor of the type of
30 medication being used, the amount of daily medication, the expected length of time he
31 will be using such medication and the expected side effects of such medication. If, in
32 the opinion of the Company, the medication renders an employee unfit to perform his
33 duties safely and efficiently, he will either be reassigned to other work or sent home until

1 he is fit to resume working. Failure to notify an immediate supervisor of consuming this
2 type of medication will be a violation of this policy and will result in disciplinary action up
3 to and including termination of employment.
4

5 (F) The Company may, at its option and expense, require employees to submit to
6 a physical or mental examination once each year by a doctor designated by the
7 Company. Additional physical or mental examinations may be required in connection
8 with any compensation or insurance claim or litigation, and may also be required if the
9 Company has reason to believe that any employee has such physical or mental
10 impairment or disease as may endanger the safety or health of other employees, the
11 Company's customers or the public, or constitute a hazard to the employee in his
12 employment with the Company. If such impairment or disease is revealed by such
13 examination, the affected employee may, at the Company's option, be placed on a
14 leave of absence until such impairment has been corrected or such disease cured.
15 Nothing in this Article is meant to be, or shall be a violation of the Americans with
16 Disabilities Act.

17 (G) When an employee is involved in an accident while on duty or on the
18 Company's business, he shall immediately report said accident (by telephone if
19 necessary) to his supervisor or to an official of the Company at the Company's general
20 offices, and such report shall include as full and complete a description as possible of
21 any personal injury, death, or property damage involved in said accident, and all other
22 relevant facts concerning said accident. The employee shall follow all instructions
23 which may be given to him by the Company with respect to said accident and shall
24 complete and sign such written statements and reports concerning said accident as
25 may be required by the Company or by law.

26 (H) The Company will implement an Annual Safety Incentive program that will
27 allow an annual maximum payment of \$500.00, prorated at the rate of \$41.66 for every
28 month worked (fifteen (15) days or more will constitute a worked month), for each full-
29 time employee who completes the period January 1 – December 31st injury and
30 accident free. To receive any portion of this incentive the employee must be an active
31 employee of the Company on the date the incentive is disbursed.
32

1 **SECTION 25**

2 **SAVING CLAUSE**

3 (A) In the event any provision of this Agreement is held to be in conflict with or
4 violation of any state or federal statute, rule or decision or valid administrative rule or
5 regulation, such statute, rule or decision or valid administrative rule or regulation shall
6 govern and prevail, but all provisions of this Agreement not in conflict therewith shall
7 continue in full force and effect, anything herein apparently to the contrary
8 notwithstanding.

9 (B) This Agreement sets out the entire understanding between the Company and
10 the Union. Neither party intends to be bound or obligated except to the extent that it
11 has expressly so agreed herein, and this Agreement shall be strictly construed. This
12 Agreement applies only to the collective bargaining unit defined in Article I hereof, and
13 no employee covered by this Agreement shall ever have or be entitled to any rights,
14 benefits or privileges in any other bargaining unit, plant or operation of the Company
15 (now existing or hereafter established) by virtue of this Agreement. None of the
16 benefits, rights or privileges accorded by this Agreement to the Union or to any
17 employee covered by this Agreement, except arbitration of preexisting arbitrable
18 grievances, disputes or claims, shall survive the expiration or termination of this
19 Agreement or the permanent discontinuance of the business operations and bargaining
20 unit covered by this Agreement.

21 (C) The Union shall not be responsible for unauthorized acts of any person
22 merely because he is a member of the Union, and the Employer shall not file any suit
23 against the Union for damages under the Labor-Management Relations Act of 1947, as
24 amended, based on the claim that the Union is responsible for the unauthorized act of
25 any person solely because he is a member of the Union or because he is represented
26 by the Union. The Company shall be privileged to discipline employees responsible
27 for, and engaging in such unauthorized activities, including the right to discharge, which
28 discipline by the Company, shall not be subject of grievance, unless such grievance is
29 filed by an authorized officer of the Union with seven (7) days following the effective
30 date of the disciplinary action.

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1 same, it shall continue in effect for an additional year thereafter. In the same manner,
2 this agreement, with any amendments shall remain in effect from year to year
3 thereafter, subject to termination at the expiration of any such contract year upon notice
4 in writing given by either party to the other at least sixty (60) days and not more than
5 ninety (90) days prior to the expiration of such contract year. Any such notice as
6 hereinabove provided for in this section, whether specifying a desire to terminate or to
7 change at the end of the current contract year, shall have the effect of terminating this
8 Agreement at such time. However, if the notice given is entitled "Request for Interim
9 Amendment" and specifies that it is given under Section 26 hereof, it shall not prevent
10 the continuance of this Agreement for an additional year even though given within the
11 time prescribed in this section.
12

13 IN WITNESS WHEREOF, this agreement has been executed by the
14 parties hereto as of the date and year so written.
15

16 IRON WORKERS ~~MIDWEST~~ REGIONAL
17 SHOP LOCAL UNION NO. 851 OF THE
18 INTERNATIONAL
19 ASSOCIATION OF BRIDGE,
20 STRUCTURAL, ORNAMENTAL AND
21 REINFORCING IRON WORKERS
22
23

ROAD & RAIL SERVICES, INC.

24 
25

26 Authorized Representative
27

28 Date: 9-18-19
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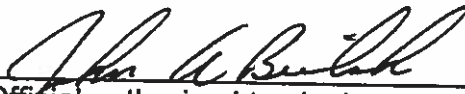
Authorized Representative

Date: 8-8-19

(Section 27 Continued)

ROAD AND RAIL-MELVINDALE

APPROVED AS TO FORM:
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS

By 
(Official authorized to sign)

Executive Director

(Title)